



STATE OF ARKANSAS

Page
1/7

Term Contract

Vendor No. 100082253
Contact BOBBY HARRIS
Your reference SP-06-0438

AMERICAN PAPER & TWINE
10600 COLONEL GLENN RD
LITTLE ROCK AR 72204

Contract No. 4600011159
Date 07/07/2006

Contact Curtis Gatewood
Telephone 501-324-9320
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

AS SPECIFIED ON STATE AGENCY
OR COOPERATIVE PROCUREMENT
PARTICIPANT PURCHASE ORDER

Ship To:

AS SPECIFIED ON STATE AGENCY
OR COOPERATIVE PROCUREMENT
PARTICIPANT PURCHASE ORDER

Valid from: 07/10/2006
Valid to: 06/30/2007

REFERENCE NUMBER:SP-06-0438
COMMODITY:BATHROOM TISSUE/PAPER TOWELS
CONTRACT PERIOD:JULY 10, 2006 THROUGH JUNE 30, 2007

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE REQUEST FOR QUOTATION.

VENDOR CONTACT:
AMERICAN PAPER & TWINE
10600 COLONEL GLENN RD
LITTLE ROCK, AR 72204
PHONE:501-224-1555
FAX:505-224-1599

DELIVERY: FOB DESTINATION
DELIVERY WITHIN 14 DAYS AFTER RECEIPT OF ORDER

Item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10002395 TOILET TISSUE, WHITE, 1PLY, 80 ROLLS/CS	10,184 Case	31.53	\$ 321,101.52

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Joseph A. Bidelis

Purchasing Official/Fiscal Officer

7/10/06
Date



STATE OF ARKANSAS

Term Contract

Page
2/7

Vendor No. 100082253
Contact BOBBY HARRIS
Your reference SP-06-0438

Contract No. 4600011159
Date 07/07/2006
Our reference ST

Item	Material/Description	Target QtyUM	Unit Price	Amount
0020	10002396 TOILET TISSUE, WHITE, 2PLY, 96ROLLS/CS	7,081 Case	30.84	\$ 218,378.04
0030	10122080 TOILET TISSUE,WHITE,2 PLY,JUMBO ROLL	1,236 Case	19.08	\$ 23,582.88
0040	10002398 PAPER TOWEL,SINGLEFOLD,KRAFT,9 1/8" 250	9,919 Case	11.13	\$ 110,398.47
0050	10122081 PAPER TOWEL,C-FOLD,WHITE,2400 TOWELS	1,346 Case	12.56	\$ 16,905.76
0060	10002400 PAPER TOWEL,MULTIFOLD,OFF-WHT9 1/8"250/P	3,764 Case	13.38	\$ 50,362.32
0070	10002401 PAPER TOWEL,MULTIFOLD,KRAFT 9 1/8"250/P	7,408 Case	10.87	\$ 80,524.96
0080	10122082 PAPER TOWEL,PERFORATED,WHITE,84 TOWELS	7,080 Case	14.13	\$ 100,040.40
0090	10002403 PAPER TOWEL,NON-PERFORATED,ROLL,WHITE	2,537 Case	14.73	\$ 37,370.01
0100	10002404 PAPER TOWEL,NON-PERFORATED,ROLL,KRAFT	2,826 Case	11.34	\$ 32,046.84

SPECIFICATIONS:BATHROOM TISSUE

I. Bathroom Tissue: White, 1-ply, 4 1/2"W x minimum 3.75"L sheet size, facial quality, Wrapped - bleached.
BRAND BID & NO. Cascade#4024 SHT. SIZE 4.5"x 3.75",SHT/RL 1210, RLS/CS 80.

II Bathroom Tissue: White, 2-ply, 4 1/2"W x minimum 3.75"L sheet size, facial quality, Wrapped - bleached.
BRAND BID & NO. Von Drehle#6022, SHT. SIZE 4.5" x 4.5", SHT/RL 500, RLS/CS 96.

III Bathroom Tissue: white, 2 ply,3.6 or 3.7"Wx 1000"L, 3.25" or 3.3" diameter core,8.8"or 9" outside diameter,12 rolls per case.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



STATE OF ARKANSAS

Page
3/7

Term Contract

Vendor No. 100082253
Contact BOBBY HARRIS
Your reference SP-06-0438

Contract No. 4600011159
Date 07/07/2006
Our reference ST

BRAND BID & NO. VonDrehle#1209,ROLL SIZE 3.6x1000,RLS/CS 12

SPECIFICATIONS:PAPER TOWELS

IV.Paper Towels: Singlefold; Minimum size of the shorter side of the unfolded towel is 9 1/8"; minimum 94 sq. in. per towel; approx. 250 towels/pkg; minimum of 4000 towels/case; Kraft (Brown).

BRAND BID & NO.GP #235-04 QTY/PKG 250,QTY/CS 4000

V. Paper Towels: C-Fold; Minimum size of the shorter side of the unfolded towel is 10 1/8"; minimum 130 sq. in. per towel; approx. 150 towels/pkg; minimum of 2400 towels/case; White, bleached

BRAND BID & NO.SCA #CB 530,QTY/PKG 150,QTY/CS 2400

VI. Paper Towels: Multifold; Minimum size of the shorter side of the unfolded towel is 9 1/8"; minimum 85 sq. in. per towel; approx. 250 towels/pkg; minimum of 4000 towels/case; White, bleached.

BRAND BID & NO.GP #202-04,QTY/PKG 250,QTY/CS 4000

VII.Paper Towels: Multifold; Minimum size of the shorter side of the unfolded towel is 9 1/8", minimum 85 sq. in. per towel; approx.250 towels/pkg; minimum of 4000 towels/case; Kraft (Brown).

BRAND BID & NO.GP #233-04,QTY/PKG 250,QTY/CS 4000

VIII.Paper Towels: Perforated, Roll; Minimum of 84 towels/roll; minimum size of the towel is 11"x 8.8"; minimum 95 sq. in. per towels; approx. 30 rolls per case, Bleached - White.

BRAND BID & NO.GP #273-85, QTY/RL 85,RL/CS 30

IX.Paper Towels: Non-perforated, Roll; Minimum width of 7 3/4"; minimum 350 lineal feet per roll; approx.12 rolls/case - White, bleached

BRAND BID&NO.GP #287-06,FT/ROLL 350,ROLL/CS 12

X.Paper Towels: Non-perforated,Roll; Minimum width of 7 3/4"; minimum 350 lineal feet per roll, approx. 12 rolls/case - Kraft (Brown)., BRAND BID&NO.SCA #RK 3502 E ,FT/ROLL 350, ROLL/CS 12

CONTACT PERSON

Bidders are requested to list a contact person and a telephone number for someone that can answer general questions during the term of the contract.

NAME: MELISSA FELTNER
TELEPHONE NO: 501-224-1555
FAX NO: 501-224-1599
E-MAIL ADDRESS:Mfeltner@aptcommerce.com

SPECIAL INSTRUCTIONS TO BIDDERS

PURPOSE

The purpose of this bid is to establish a one year contract for the purchase of bathroom tissue and paper towels by the agencies within the State of Arkansas and any other state agency that may develop a need.

Changes in this year's bid include:(1)Delivery is statewide and no longer divided in specific zones or areas of the

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



STATE OF ARKANSAS

Term Contract

Page
4/7

Vendor No. 100082253
Contact BOBBY HARRIS
Your reference SP-06-0438

Contract No. 4600011159
Date 07/07/2006
Our reference ST

state. (2) All bathroom tissue items will award all or none as will all paper towel items.

SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS

Arkansas Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state procurement contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants.

QUANTITIES

Quantities shown in the Invitation for Bid reflect summary information from the previous contract. The number of months usage is stated.

MINIMUM ORDERS

The minimum order from this contract shall be \$250.00. The order may consist of any assortment of items awarded to the contractor but shall require only one delivery point. When the original order satisfies minimum requirements but only partial shipment is made, there shall be no freight charge for subsequent shipments. No broken cases shall be ordered.

EXEMPTION

Agencies which have minimal staff and budget may request exemption from this contract for inability to purchase a minimum order. Exemption Status shall be requested and justified in writing to the Office of State Procurement. The request should include information such as bid number, storage space available, historical data on purchasing these items for the previous year and how the agency intends to purchase these items if granted an exemption. An agency may be granted exemption for one or more of its multiple locations. Exemption period will be date of exemption until end of this contract period. An exemption granted by the Office of State Procurement will be made in writing or the request by agency may be used as an exemption; signed off by the buyer as approval and a copy forwarded back to the agency. Exemption approval must be granted for any contract extensions.

AUTHORIZATION FOR SHIPMENT

Purchase order from the using agency will authorize shipment.

ORDERING DATA

Agencies shall include the State Contract Number on each purchase order in addition to other necessary ordering information. Successful bidders must honor all purchase orders postmarked on or before the expiration date of this Contract.

STORAGE

The ordering agency is responsible for storage if contractor delivers within the time required and agency cannot accept delivery.

COMPLAINT PROCESS

Any problems concerning this contract, while in effect, may be sent to:

Curtis Gatewood
Office of State Procurement
P.O. Box 2940
Little Rock, AR 72203

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



STATE OF ARKANSAS

Page
5/7

Term Contract

Vendor No. 100082253
Contact BOBBY HARRIS
Your reference SP-06-0438

Contract No. 4600011159
Date 07/07/2006
Our reference ST

ESCALATION CLAUSE:

Quoted prices must remain firm for a period of one-hundred and eighty (180) days after award of the contract. Thereafter, the contractor may request a price adjustment one (1) time per item in the period remaining on the contract provided the contractor submits a letter from the manufacturer certifying the increased cost. Only the increased percentage will be granted and will become effective ten(10) working days from date received by the Office of State Procurement. In the event of a general price schedule decrease, the State shall be guaranteed full benefit at the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

EXTENSION

Any contract awarded from the offering of these specifications will be subject to extension. Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. Two (2) extensions will be allowed under this contract. The price change clause will remain in effect for any extension periods. The Office of State Procurement will notify the contractor before expiration of the contract if an extension is requested.

SUMMARY OF ORDERS

The successful bidder is required to submit a report of total contract sales, by total dollar volume, cases, by item. This report shall be sent to the Office of State Procurement no later than sixty (60) days prior to expiration of contract.

Curtis Gatewood
Office of State Procurement
P.O. Box 2940
Little Rock, AR 72203

Failure to comply with these requirements may be deemed as non-compliance with the provisions of the contract and may be grounds for exclusion of that contractor from participation in the next contract period.

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



STATE OF ARKANSAS

Page
6/7

Term Contract

Vendor No. 100082253
Contact BOBBY HARRIS
Your reference SP-06-0438

Contract No. 4600011159
Date 07/07/2006
Our reference ST

function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



STATE OF ARKANSAS

Term Contract

Page
7/7

Vendor No. 100082253
Contact BOBBY HARRIS
Your reference SP-06-0438

Contract No. 4600011159
Date 07/07/2006
Our reference ST

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.